

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Civil No.: 5:19-CV-0978 (GLS/ATB)

Plaintiff

COMPLAINT-Action to Foreclose
A Mortgage

-v-

Robin Aleata Pickett
620 Mohawk Street
Watertown, NY 13601

The Commissioner of the Jefferson County
Department of Social Services
250 Arsenal Street
Watertown, NY 13601

Frontier Housing Corporation
321 Lakeview Drive
Dexter, NY 13634

John Doe, Mary Roe, and XYZ Corporation
.205 Franklin Street
Brownville, NY 13615

The United States of America, a Sovereign, by Pincus Law Group, PLLC, Attorneys for the plaintiff, complains and alleges as follows:

1. This Court has jurisdiction under the provisions of Title 28, United States Code, Section 1345.
2. On or about September 15, 2000 at the request of Defendant, Robin Aleata Pickett, (hereinafter "Defendant"), the Plaintiff, the United States of America, acting through the Rural Housing Service or successor agency, United States Department of Agriculture, (hereinafter

“Plaintiff”), did lend to the Defendant, the sum of \$66,650.00, which sum the Defendant did undertake and promise to repay, with interest at 7.375% in specified monthly installments.

3. As evidence of the indebtedness, the Defendant did execute and deliver to the Plaintiff a Promissory Note dated 2/15/00, a true copy of which is attached as Exhibit “A”.

4. In order to secure the payment of the indebtedness, the Defendant did execute, acknowledge, and deliver to the Plaintiff, a real property mortgage dated 2/15/00, a true copy of which is attached as Exhibit “B”. The real property that is security for the mortgage is commonly known as 205 Franklin Street, Brownville, NY 13615 located in Jefferson County, New York and more particularly described as set forth in the legal description attached to Exhibit “B”, and is also known as Parcel ID/Tax Account # 73.71-1-17.

5. The mortgage was duly recorded in the Jefferson County Clerk’s Office on or about February 15, 2000 at Liber 1888 Page 46.

6. Plaintiff is the owner and holder of the Promissory Note and Mortgage.

7. The Defendant has breached and violated the provisions of the Promissory Note and Mortgage in that they did neglect and fail to pay the installments of principal and interest when due beginning with the February 15, 2017 payment, despite due demand therefore and by failing to make payment of real property taxes when due, thus making it necessary for the plaintiff to pay the same to protect its interest.

8. By reason of the defaults described herein, plaintiff has elected to declare the entire sums secured by the mortgage to be due and payable.

9. There is now justly due and payable to the plaintiff, as of July 31, 2019, on the Promissory Note and Mortgage the following sums:

Unpaid Principal	\$76,273.81
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Unpaid Interest	\$14,286.46
Subsidy to Be Recaptured	\$23,191.64
Escrow	\$2,595.66
Late Charges	\$26.67
Other Fees	\$7,604.78
TOTAL:	\$123,979.02

, together with interest at the rate of 7.375% per annum on principal and all advances **from 8/1/19.**

10. Upon information and belief, plaintiff may be compelled to make additional advances for payment of taxes, hazard insurance water and sewer charges, or other municipal assessments maintenance, in order that it may protect and preserve security, but the nature and amount thereof is unknown to plaintiff at this time. Nevertheless, plaintiff seeks recovery thereof and therefore, together with interest thereon.

11. No other action or proceeding has been brought at law or otherwise for the recovery of said sums secured by the Promissory Note and Mortgage, or any part thereof.

12. The Defendant, besides Robin Aleata Pickett, named in the caption of the Complaint, as set forth in Exhibits "C", have or may claim to have some interest in or lien upon the mortgaged premises or some part thereof, which interest or lien, if any accrued subsequently to the lien of the United States mortgage and is subsequent thereto.

13. That the plaintiff has complied with the notice provisions of the New York State RPAPL Section 1304. A copy of the required notice is attached hereto as Exhibit "D". 14. Upon information and belief, the provisions of Banking Law Section 595-a, and any rules and

regulations promulgated thereunder, and Banking law Sections 6-1 and 6-m and RPAPL section 1302(1) are not applicable to the mortgage loan that is the subject of this proceeding.

14. At the time this proceeding was commenced, the plaintiff has complied with the provisions of New York State RPAPL Section 1306 regarding filing with the Superintendent of the New York State Banking Department. A copy of the required filing is attached hereto as Exhibit "E".

15. Upon information and belief, the property is currently vacant and thus Plaintiff is proceeding in advance of the expiration of 90 days.

16. The true names of the defendants John Doe, Mary Roe and XYZ Corporation are unknown to the United States, those names being fictitious, but intending to designate tenants, occupants or other persons, if any, having or claiming any estate or interest in possession upon the premises or any portion thereof.

WHEREFORE, plaintiff demands judgment:

- (a) That the defendants, or either or any of them, subsequent to the filing of the Notice of Pendency of this action, and every person whose conveyance or encumbrance is subsequently recorded, be forever barred and foreclosed of all right, claim, lien and equity of redemption in the mortgaged premises;
- (b) That the premises may be decreed to be sold according to law;
- (c) That the amount due to the plaintiff on the promissory note and mortgage may be adjudged;
- (d) That the moneys arising from the sale may be brought into Court;
- (e) That the plaintiff may be paid the amount adjudged to be due to the plaintiff with interest thereon to the time of such payment, together with the costs and expenses of this action

and the expenses of the sale, so far as the amount of such money properly applicable thereto will pay the same;

(f) And that the plaintiff may have such other and further relief as may be just and equitable.

Dated: Uniondale, New York, August 9, 2019

/s/ Nicole B. LaBletta

Nicole B. LaBletta, Esq.
Pincus Law Group, PLLC
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Uniondale, NY 11556
(516) 699-8902 (phone)
(516) 279-6990 (fax)
nlabletta@pincuslaw.com

EXHIBIT A

USDA-RHS
Form FmHA 1940-16
(Rev. 10-96)

PROMISSORY NOTE

Type of Loan SECTION 502

Loan No. [REDACTED]

Date: February 15, 2000

205 Franklin Street

(Property Address)

Brownville

(City or Town)

Jefferson

(County)

New York

(State)

BORROWER'S PROMISE TO PAY. In return for a loan that I have received, I promise to pay to the order of the United States of America, acting through the Rural Housing Service (and its successors) ("Government") \$ 66,650.00 (this amount is called "principal"), plus interest.

INTEREST. Interest will be charged on the unpaid principal until the full amount of the principal has been paid. I will pay interest at a yearly rate of 7.375 %. The interest rate required by this section is the rate I will pay both before and after any default described below.

PAYMENTS. I agree to pay principal and interest using one of two alternatives indicated below:

☐ I. Principal and interest payments shall be temporarily deferred. The interest accrued to _____, _____ shall be added to the principal. The new principal and later accrued interest shall be payable in _____ regular amortized installments on the date indicated in the box below. I authorize the Government to enter the amount of such new principal here: \$ _____, and the amount of such regular installments in the box below when such amounts have been determined. I agree to pay principal and interest in installments as indicated in the box below.

☒ II. Payments shall not be deferred. I agree to pay principal and interest in 396 installments as indicated in the box below.

I will pay principal and interest by making a payment every month.
I will make my monthly payment on the 15th day of each month beginning on March 15, 2000 and continuing for 395 months. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this note. My monthly payments will be applied to interest before principal. If on February 15, 2033, I still owe amounts under this note, I will pay those amounts in full on that date, which is called the "maturity date."
My monthly payment will be \$ 449.33. I will make my monthly payment at the post office address noted on my billing statement or a different place if required by the Government.

PRINCIPAL ADVANCES. If the entire principal amount of the loan is not advanced at the time of loan closing, the unadvanced balance of the loan will be advanced at my request provided the Government agrees to the advance. The Government must make the advance provided the advance is requested for an authorized purpose. Interest shall accrue on the amount of each advance beginning on the date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of such advance on the Record of Advances.

HOUSING ACT OF 1949. This promissory note is made pursuant to title V of the Housing Act of 1949. It is for the type of loan indicated in the "Type of Loan" block at the top of this note. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

LATE CHARGES. If the Government has not received the full amount of any monthly payment by the end of 15 days after the date it is due, I will pay a late charge. The amount of the charge will be 2.000 percent of my overdue payment of principal and interest. I will pay this charge promptly, but only once on each late payment.

BORROWER'S RIGHT TO PREPAY. I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Government in writing that I am making a prepayment.

I may make a full prepayment or partial prepayment without paying any prepayment charge. The Government will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Government agrees in writing to those changes. Prepayments will be applied to my loan in accordance with the Government's regulations and accounting procedures in effect on the date of receipt of the payment.

ASSIGNMENT OF NOTE. I understand and agree that the Government may at any time assign this note without my consent. If the Government assigns the note I will make my payments to the assignee of the note and in such case the term "Government" will mean the assignee.

CREDIT ELSEWHERE CERTIFICATION. I certify to the Government that I am unable to obtain sufficient credit from other sources at reasonable rates and terms for the purposes for which the Government is giving me this loan.

USE CERTIFICATION. I certify to the Government that the funds I am borrowing from the Government will only be used for purposes authorized by the Government.

LEASE OR SALE OF PROPERTY. If the property constructed, improved, purchased, or refinanced with this loan is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for 3 years or longer, or (3) is sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the entire remaining unpaid balance of the loan immediately due and payable. If this happens, I will have to immediately pay off the entire loan.

REQUIREMENT TO REFINANCE WITH PRIVATE CREDIT. I agree to periodically provide the Government with information the Government requests about my financial situation. If the Government determines that I can get a loan from a responsible cooperative or private credit source, such as a bank or a credit union, at reasonable rates and terms for similar purposes as this loan, at the Government's request, I will apply for and accept a loan in a sufficient amount to pay this note in full. This requirement does not apply to any cosigner who signed this note pursuant to section 502 of the Housing Act of 1949 to compensate for my lack of repayment ability.

SUBSIDY REPAYMENT AGREEMENT. I agree to the repayment (recapture) of subsidy granted in the form of payment assistance under the Government's regulations.

CREDIT SALE TO NONPROGRAM BORROWER. The provisions of the paragraphs entitled "Credit Elsewhere Certification" and "Requirement to Refinance with Private Credit" do not apply if this loan is classified as a nonprogram loan pursuant to section 502 of the Housing Act of 1949.

DEFAULT. If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default the Government may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Government may require me to immediately pay the full amount of the unpaid principal, all the interest that I owe, and any late charges. Interest will continue to accrue on past due principal and interest. Even if, at a time when I am in default, the Government does not require me to pay immediately as describe in the preceding sentence, the Government will still have the right to do so if I am in default at a later date. If the Government has required me to immediately pay in full as described above, the Government will have the right to be paid back by me for all of its costs and expenses in enforcing this promissory note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

NOTICES. Unless applicable law requires a different method, any notice that must be given to me under this note will be given by delivering it or by mailing it by first class mail to me at the property address listed above or at a different address if I give the Government a notice of my different address. Any notice that must be given to the Government will be given by mailing it by first class mail to the Government at USDA / Rural Housing Service, c/o Customer Service Branch, P.O. Box 66889, St. Louis, MO 63166, or at a different address if I am given a notice of that different address.

OBLIGATIONS OF PERSONS UNDER THIS NOTE. If more than one person signs this note, each person is fully and personally obligated to keep all of the promises made in this note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this note is also obligated to do these things. The Government may enforce its rights under this note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this note. The term "Borrower" shall refer to each person signing this note.

WAIVERS. I and any other person who has obligations under this note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Government to demand payment of amounts due. "Notice of dishonor" means the right to require the Government to give notice to other persons that amounts due have not been paid.

WARNING: Failure to fully disclose accurate and truthful financial information in connection with my loan application may result in the termination of program assistance currently being received, and the denial of future federal assistance under the Department of Agriculture's Debarment regulations, 7 C.F.R. part 3017.

X Robin A. Fickett Seal _____ Seal
Borrower Borrower

_____ Seal _____ Seal
Borrower Borrower

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$		(8) \$		(15) \$	
(2) \$		(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
TOTAL				\$	

Account #: XXXXXXXXXX

United States Department of Agriculture
Rural Housing Service

Form Approved
OMB No. 0575-0166

Account #: XXXXXXXXXX

SUBSIDY REPAYMENT AGREEMENT

1. As required under Section 521 of the Housing Act of 1949 (42 U.S.C. 1490a), subsidy received in accordance with Section 502 of the Housing Act of 1949, is repayable to the Government upon the disposition or nonoccupancy of the security property. Deferred mortgage payments are included as subsidy under this agreement.

2. When I fail to occupy or transfer title to my home, recapture is due. If I refinance or otherwise pay in full without transfer of title and continue to occupy the property, the amount of recapture will be calculated but, payment of recapture can be deferred, interest free, until the property is subsequently sold or vacated. If deferred, the Government mortgage can be subordinated but will not be released nor the promissory note satisfied until the Government is paid in full. In situations where deferment of recapture is an option, recapture will be discounted 25% if paid in full at time of settlement.

3. Market value at time of initial subsidy \$ 67,500.00 less amount of Rural Housing Service (RHS) loans \$ 66,650.00 less amount of any prior liens \$ _____ equals my/our original equity \$ 850.00. This amount equals 1.3 % of the market value as determined by dividing original equity by the market value.

4. If all loans are not subject to recapture, or if all loans subject to recapture are not being paid, complete the following formula. Divide the balance of loans subject to recapture that are being paid by the balance of all open loans. Multiply the result by 100 to determine the percent of the outstanding balance of open loans being paid.

months loan outstanding	Average interest rate paid							
	1 %	1.1 2 %	2.1 3 %	3.1 4 %	4.1 5 %	5.1 6 %	6.1 7 %	> 7 %
0 - 59	.50	.50	.50	.50	.44	.32	.22	.11
60 - 119	.50	.50	.50	.49	.42	.31	.21	.11
120 - 179	.50	.50	.50	.48	.40	.30	.20	.10
180 - 239	.50	.50	.49	.42	.36	.26	.18	.09
240 - 299	.50	.50	.46	.38	.33	.24	.17	.09
300 - 359	.50	.45	.40	.34	.29	.21	.14	.09
360 & up	.47	.40	.36	.31	.26	.19	.13	.09

6. Calculating Recapture

Market value (at the time of transfer or abandonment)

LESS:

Prior liens
RHS balance,
Reasonable closing costs,
Principal reduction at note rate,
Original equity (see paragraph 3), and
Capital improvements.

EQUALS

Appreciation Value. (If this is a positive value, continue.)


TIMES

Percentage in paragraph 4 (if applicable),
Percentage in paragraph 5, and

Return on borrower's original equity (100% - percentage in paragraph 3).

EQUALS

Value appreciation subject to recapture. Recapture due equals the lesser of this figure or the amount of subsidy received.

Borrower 	Date <u>2-15-00</u>
Borrower	Date

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1400 Independence Avenue, S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

EXHIBIT B

Jefferson County - New York
Jo Ann M. Wilder

RECORDING CERTIFICATE

1252

Transaction Number: 000215255774

24 APR 2000

Type of Instrument: MTG

TYPE N

Received From: CHECK ---> SWARTZ LAW FIRM, PC
JEFFERSON ABSTRACT CORPORATION
[RE: EDICK AND PICKETT]
TOWN OF BROWNVILLE

Recording Charge:

36.00

Recording Pages:

8

** EXAMINED AND CHARGED AS FOLLOWS : **

** TRANSFER TAX **

** MTG/DEED AMOUNT **

.00

66,650.00

RS#:

Mortgage#: CQ3461

Received Tax on Above Mortgage

Basic: .00

Special Addl: .00

Town: TOWN OF BROWNVILLE

Additional: .00

Mortgage Tax Total: .00

Total Recording Fees:

36.00

"AFFIDAVIT FILED"

** THIS PAGE IS PART OF THE INSTRUMENT **

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING WAS RECORDED IN THE
CLERK'S OFFICE FOR Jefferson County - New York

LIBER 1888 PAGE 46

IN (Book/Page):

ON (Recorded Date): 02/15/00

AT (Time): 01:16 Terminal ID: 212



John M. Wilder

Ret. Shirley Ann

Form RD 3550-14 NY
(Rev. 7-98)

[Space Above This Line For Recording Date]

Form Approved
OMB No. 0575-0172

United States Department of Agriculture
Rural Housing Service

MORTGAGE FOR NEW YORK

THIS MORTGAGE ("Security Instrument") is made on **February 15** **2000** [Date]
The mortgagor is **ROBIN ALEATA PICKETT** ✕

("Borrower").

This Security Instrument is given to the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Lender"), whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, P.O. Box 66889, St. Louis, Missouri 63166.

Borrower is indebted to Lender under the following promissory notes and/or assumption agreements (herein collectively called "Note") which have been executed or assumed by Borrower and which provide for monthly payments, with the full debt, if not paid earlier, due and payable on the maturity date:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Maturity Date</u>
2/15/00	\$66,650.00	2/15/2033

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the property covered by this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, and (d) the recapture of any payment assistance and subsidy which may be granted to the Borrower by the Lender pursuant to 42 U.S.C. §§ 1472(g) or 1490a. For this purpose, Borrower irrevocably grants and conveys to Lender the following described property located in the County of **Jefferson**, State of New York:

Town of Brownville,

All That Tract or Parcel of Land known as Tax Parcel No. 73.71-1-17 known as 205 Franklin Street, Brownville, NY 13615 and more fully described in Schedule "A" attached hereto and made a part hereof.

which has the address of ✕ **205 Franklin Street** **Brownville** , New York **11315**
[Street] [City] [ZIP]

("Property Address");

According to the Paperwork Reduction Act of 1996, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures which now or hereafter are a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law or federal regulation that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held by a federal agency (including Lender) or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property after acceleration under paragraph 22, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law or Lender's regulations provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in the following order of priority: (1) to advances for the preservation or protection of the Property or enforcement of this lien; (2) to accrued interest due under the Note; (3) to principal due under the Note; (4) to amounts required for the escrow items under paragraph 2; (5) to late charges and other fees and charges.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Lender has agreed in writing to such lien or Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Borrower shall pay to Lender such fees and other charges as may now or hereafter be required by regulations of Lender, and pay or reimburse Lender for all of Lender's fees, costs, and expenses in connection with any full or partial release or subordination of this instrument or any other transaction affecting the Property.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurer providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, at Lender's option Lender may obtain coverage to protect Lender's rights in the Property pursuant to paragraph 7.

All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If after acceleration the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation, Maintenance, and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in good repair and make repairs required by Lender. Borrower shall comply with all laws, ordinances, and regulations affecting the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender is not required to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Refinancing. If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby in full.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured hereby immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower and any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. This instrument shall be subject to the present regulations of Lender, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

15. Borrower's Copy. Borrower acknowledges receipt of one conformed copy of the Note and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is leased for a term greater than three (3) years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this

Security Instrument.

17. Nondiscrimination. If Borrower intends to sell or rent the Property or any part of it and has obtained Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower, will refuse to negotiate for the sale or rental of the Property or will otherwise make unavailable or deny the Property to anyone because of race, color, religion, sex, national origin, handicap, age, or familial status, and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex, national origin, handicap, age or familial status.

18. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

19. Uniform Federal Non-Judicial Foreclosure. If a uniform federal non-judicial foreclosure law applicable to foreclosure of this security instrument is enacted, Lender shall have the option to foreclose this instrument in accordance with such federal procedure.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal, state, or local environmental law or regulation.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations.

As used in this paragraph "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means federal laws and regulations and laws and regulations of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Cross Collateralization. Default hereunder shall constitute default under any other real estate security instrument held by Lender and executed or assumed by Borrower, and default under any other such security instrument shall constitute default hereunder.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be decreed incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, Lender, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to Lender hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

23. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to Lender secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at Lender's option, any other indebtedness of Borrower owing to Lender, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, Lender and its agents may bid and purchase as a stranger and may pay Lender's share of the purchase price by crediting such amount on any debts of Borrower owing to Lender, in the order prescribed above.

24. Borrower agrees that Lender will not be bound by any present or future state laws, (a) providing for valuation, appraisal, homestead or exemption of the Property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c)

Page 5 of 6

prescribing any other statute of limitations, (d) allowing any right of possession or, (e) limiting the conditions which Lender may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such state law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box]

☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider executed by Borrower and recorded with this Security Instrument

Witnesses:

Robin Aleata Pickett (Seal)
Borrower
Robin Aleata Pickett

Borrower (Seal)

ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF JEFFERSON

} ss :

On the 15th day of February, 2000, before me, Eric T. Swartz,
the undersigned, a Notary Public in and for said state, personally appeared
ROBIN ALEAT PICKETT, personally known to me or proved to me on the basis of ~~the~~
satisfactory evidence to be the individual whose name is subscribed to the within
~~the known to be the individual(s) described in, and who executed the foregoing instrument,~~
instrument and acknowledged to me that she executed the same in her capacity, and
~~and acknowledged to me that~~ executed the same for the
that by her signature on the instrument, the individual or the person upon behalf
~~of whom the individual acted, executed the instrument.~~

(SEAL)

Eric T. Swartz
Notary Public

My commission expires the 6 day of March, 01.

ERIC T. SWARTZ
Notary Public, State of New York
No. 5040205
Qualified in Jefferson County
Commission Expires March 6, 01

JEFFERSON COUNTY CLERK
ENTERED/FILED/
RECEIVED/RECORDED
00 FEB 15 PM 1:16
CLERK

SCHEDULE "A"

Town of Brownville,

All that parcel of land located in the Village of Brownville, County of Jefferson and State of New York, bounded and described as follows:

Beginning at an iron pipe in the northwest margin of Franklin Street and at the southeast corner of lands conveyed to Kenneth A. Palmer and Patricia C. Palmer (Liber 1156, Page 342), said point being S 07 degrees 11 minutes W, 50.00 feet from the intersection of said margin with the southwest margin of Merchant Street, and runs thence from the point of beginning, along said margin of Franklin Street, S 07 degrees 11 minutes W, 99.66 feet to an existing iron pipe at the northeast corner of lands conveyed to Ralph and Margaret M. Munson (Liber 448, Page 221); thence along the north line thereof, N 82 degrees 58 minutes W, 131.59 feet to an iron pipe at the southeast corner of lands conveyed to Leon L. France, Jr. and Toni France (Liber 1132, Page 206); thence along the southeast line of France, to and along the southeast line of lands conveyed to Herbert L. Scott (Liber 1032, Page 255), N 06 degrees 59 minutes E, 99.95 feet to an existing iron pipe at the southwest corner of the first mentioned lands conveyed to Palmer; thence along the southwest line thereof, S 82 degrees 51 minutes E, 131.92 feet to the place of beginning, containing 0.30 acres of land, more or less.

BEING the same premises conveyed by James W. Stowell and Mary A. Stowell to Richard E. Edick and Cheryl A. Edick by deed dated August 30, 1990 and recorded in the Jefferson County Clerk's Office on August 31, 1990 in Liber 1234 of Deeds at Page 103.

BEING the same premises conveyed by Richard E. and Cheryl A. Edick to Robin Aleata Pickett by deed intended to be recorded simultaneously herewith.

This is a purchase money mortgage.

EXHIBIT C



JEFFERSON COUNTY - STATE OF NEW YORK
GIZELLE J. MEEKS, JEFFERSON COUNTY CLERK
175 ARSENAL STREET
WATERTOWN, NEW YORK 13601

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



Recording:

Cover Page	0.00
Recording Fee	0.00
Cultural Ed	0.00
Records Management - Coun	0.00
Records Management - Stat	0.00

Sub Total: 0.00

INSTRUMENT #: 2014-00002300

Receipt#: 2014000540
Clerk: MLASHWAY
Rec Date: 03/04/2014 04:05:34 PM
Doc Grp: MTG
Descrip: MORTGAGE
Num Pgs: 3
Rec'd Frm: DSS

Mortgage Tax	
Basic	0.00
Additional	0.00
Special Additional	0.00
Local	0.00

Sub Total: 0.00

Party1: PICKETT ROBIN
Party2: JEFFERSON COUNTY SOC SERV\COMR
Town: BROWNVILLE

Total: 0.00
**** NOTICE: THIS IS NOT A BILL ****

***** Mortgage Tax *****

Serial #: DE-3521
Exempt
Mtg Amt: 10000.00

Total: 0.00

Record and Return To:

DSS
INTEROFFICE

Gizelle J. Meeks

Gizelle J. Meeks
Jefferson County Clerk

Noted
County Stamp
Affixed

N. Y. BOND AND MORTGAGE FULL GUARANTEE AND END

This Bond and Mortgage.

Made the 21st day of February Two-Thousand and 14 Between

Robin A. Pickett
PO Box 232
Brownville, N.Y. 13615

the mortgagor, and

The Commissioner of The Jefferson County Department of Social Services, 250 Arsenal Street, Watertown, New York 13601.

Witnesseth. That the mortgagor, does hereby acknowledge the mortgagee to be indebted to the mortgagee in the sum of Ten Thousand and no/100 -----Dollars, (\$ 10,000.00) lawful money of the United States, which the mortgagor does hereby agree and bind herself to pay to the mortgagee or so much thereof as has previously been advanced, issued, or granted or may be advanced, issued or granted at any time by the mortgagee for the relief or benefit of the mortgagor or on account of the mortgagor's liability under the provisions of the Social Services Law of The State of New York, which the mortgagor her heirs grantees or assigns do hereby agree to bind themselves and pay to the mortgagee, his successors or assigns, the amount due without interest. In the event that the mortgagee has expended more than the aforesaid amount on the behalf of the mortgagor the amount due will be the actual amount of assistance granted.

It is understood that the mortgagor may redeem the same at any time by repayment of the total amount advanced to or on behalf of the mortgagor by the mortgagee.

to secure the payment of which the mortgagor hereby mortgages to the mortgagee

ALL THAT TRACT OR PARCEL OF LAND, Situate in the Village and Town of Brownville, County of Jefferson and State of New York. Being the same premises described in a Deed dated January 18, 2000 to Robin Aleata Pickett and recorded in the Jefferson County Clerk's Office on February 15, 2000 in Liber 1718 of Deeds at Page 244.

Mortgagee hereby acknowledges that the Mortgagor is entitled to enforce the terms of this Mortgage for a period of ten (10) years from the date this Mortgage has been recorded in the Office of the Clerk of Jefferson County.

AND the mortgagor covenant with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire

for the benefit of the mortgagee; that she will assign and deliver the policies to the mortgagee; and that she will reimburse the mortgagee for any premiums paid for insurance made by the mortgagor on the mortgagor default in so insuring the buildings or in so assigning and delivering the policies.

JC 714
Rev. 2/00

3. That no building on the premises shall be removed or demolished without the consent of the mortgagee

4. That the whole of said principal sum and interest shall become due at the option of the mortgagee : after default in the payment of any installment of principal or of interest for _____ days; or after default in the payment of any tax, water rate or assessment for _____ days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinafore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.

5. That the holder of this bond and mortgage, in any action to foreclose the mortgage, shall be entitled to the appointment of a receiver

6. That the mortgagor will pay all taxes, assessments or water rates, and in default thereof, the mortgagee may pay the same.

7. That the mortgagor within _____ days upon request in person or within _____ days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.

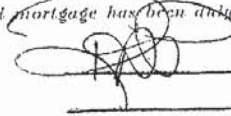
8. That notice and demand or request may be in writing and may be served in person or by mail.

9. That the mortgagor warrant the title to the premises.

10. That, in compliance with section 13 of the Lien Law, the mortgagor will receive the advances secured by this mortgage and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of improvement, and that the mortgagor will apply the same first to the payment of the cost of improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, this bond and mortgage has been duly signed and sealed by the mortgagor

In Presence of



NEW YORK 'ALL PURPOSE' ACKNOWLEDGMENT Real Property Law 309-a
State of New York)
) SS.

County of Jefferson)

On the 21st day of February in the year 2014
before me, the undersigned, a Notary Public in and for said
state, personally appeared Robin Pickett,
personally known to me or proved to me on the basis of
satisfactory evidence to be the individual(s) whose name(s) is
(are) subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their signature(s) on the
instrument, the individual(s), or the person upon behalf of which
the individual(s) acted, executed the instrument.

Mary M. Dupree
Notary Public

Bond and Mortgage

LIEN COVENANT

Robin A. Pickett

PO Box 232

Brownville, N.Y. 13615

TO
Jefferson Co. Dept. of Social Services

250 Arsenal St.

Watertown, N.Y. 13601

Dated: Feb 21

20 14

MARY M. DUPEE
NOTARY PUBLIC STATE OF NEW YORK
JEFFERSON COUNTY
LIC. #01DU6244186
COMM. EXP. 7/5/2015



JEFFERSON COUNTY - STATE OF NEW YORK
GIZELLE J. MEEKS, JEFFERSON COUNTY CLERK
175 ARSENAL STREET
WATERTOWN, NEW YORK 13601

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



INSTRUMENT #: 2016-00013555

Receipt#: 2016019164
Clerk: LV
Rec Date: 09/26/2016 11:41:55 AM
Doc Grp: MTG
Descrip: MORTGAGE
Num Pgs: 6
Rec'd Frm: FRONTIER HOUSING CORP.

Party1: PICKETT ROBIN
Party2: FRONTIER HOUSING CORPORATION
Town: BROWNVILLE

Recording:

Cover Page	0.00
Recording Fee	0.00
Affidavit	0.00
Cultural Ed	0.00
Records Management - Coun	0.00
Records Management - Stat	0.00

Sub Total: 0.00

Mortgage Tax	
Basic	0.00
Additional	0.00
Special Additional	0.00
Local	0.00

Sub Total: 0.00

Total: 0.00

**** NOTICE: THIS IS NOT A BILL ****

***** Mortgage Tax *****

Serial #: DH-1563

Exempt

Mtg Amt: 24875.00

Total: 0.00

WARNING***

***Information may change during the verification process and may not be reflected on this page

Record and Return To:

FRONTIER HOUSING CORP.
PO BOX 56
321 LAKEVIEW DRIVE
DEXTER NY 13634

Gizelle J. Meeks
Jefferson County Clerk

Return to:
Frontier Housing Corp.
PO Box 56
Dexter, NY 13634

NORTH COUNTRY HOME CONSORTIUM
Grantee

**GRANT ENFORCEMENT
NOTE AND MORTGAGE**

Robin Pickett
And
Frontier Housing Corp.
Mortgagee

Dated as of:

This instrument affects realty and personal property situated in the State of New York, in the Town of Brownville NY. Tax Parcel Number 73.71-1-17, on the Tax Map of the County of Jefferson.

THIS NOTE AND MORTGAGE made as of the day of 11th of August, 2016, between Robin Pickett, individual residing at 205 Franklin St Brownville NY, and Frontier Housing Corporation, not for profit Corporation, organized under the laws of the State of New York, having its principal place of business at 321 Lakeview Drive, Dexter, NY 13634.

- i. Obligor hereby acknowledges that the Mortgagee has provided funds in the amount of the Recapture Obligation (as defined in Paragraph 1 of this Note and Mortgage) under the **U.S. Housing and Urban Development HOME Program** (defined at 24 CFR Part 92) as funds to be held in trust and to be used solely in connection with the acquisition or improvement of the Property (as defined in Paragraph 2 of this Note and Mortgage) ("Grant Funds") and that this Note and Mortgage shall be subject to the trust fund provision of section 13 of the Lien Law.
- ii. Obligor hereby acknowledges that the Mortgagee is the recipient of Grant Funds which are obligated to Mortgagee by Agreement with the Development Authority of the North Country ("Authority") as Sub recipient of the Grant Funds on behalf of Jefferson County, New York as the Ultimate Recipient ("Ultimate Recipient").
- iii. Obligor hereby acknowledges that the amount of the Recapture Obligation represents a portion of the cost of the improvements or the purchase price of the Property and agrees to the recapture of such amount of the Recapture Obligation as required herein as the ultimate beneficiary of such improvement and/or as the purchaser or owner of the Property. In no event, shall the recaptured amount exceed net proceeds from the sale of the property. The net proceeds are the sales price minus the superior loan repayment (other than HOME funds) and any closing costs.

1. For value received, Obligor promises to pay to Mortgagee or order the sum of

(\$ 24,875.00) (the "Recapture Obligation"), payable according to and in the manner provided in the rider attached to and hereby made a part of this Note and Mortgage (the "Rider").

2. The obligor hereby mortgages to the Mortgagee all right, title and interest of the Obligor in and to the Property described in Schedule A annexed hereto and hereby made a part hereof, designated as Tax Parcel Number 73.71-1-17, on the Tax Map of the Town of Brownville NY, County of Jefferson.

("Property"); together with:

- (a) the buildings and improvements of the Property.
- (b) all of the Obligor's right, title and interest in and to any land lying in the bed of the streets in front of and adjoining the Property to the center lines of such streets.
- (c) all fixtures which now are or which later may be attached to or used or useful in connection with the Property. This does not include the household furniture.
- (d) All condemnation awards for any taking by a government or agency of the whole or part of the real Property or any easement in connection with the Property. This includes awards for changes of grades of streets.
- (e) all right, title and interest but not obligation, of the Obligor in and to all leases and other agreements affecting the use or occupancy of the Property or any common area appurtenant thereto.
- (f) any right, title and interest of the Obligor in and to any common areas appurtenant thereto.

3. Obligor will fulfill the Recapture Obligation at the time and in the manner provided in the Rider. If the Obligor fails to make any payment required pursuant to the Rider to this Note and Mortgage, the lien created by this Mortgage will remain a lien on the Property to secure payment of the unpaid portion of the Recapture Obligation.

4. The Obligor and Mortgagee hereby acknowledge that the Property is subject to the lien of a first loan made by **First Loan Lender** (the "Lender") (the financing institution which made the first mortgage loan is collectively defined as the "Lender".) The parties hereto agree that all terms and provisions of this Note and Mortgage will be subject and subordinate to the lien of the Lender and any payments or expenses already made or incurred or which may hereafter be made or incurred, pursuant to the terms of such mortgage loan or incidental thereto, or to protect the security thereof, to the full extent thereof, or to protect the security thereof, to the full extent thereof. If any action or proceeding of foreclosure is instituted by the Lender, the Obligor will immediately upon service thereof, deliver to the Mortgagee (the Grantee with respect to the Grant Funds under the Grant Agreement identified as between the Mortgagee and Grantee ("Grant Agreement")), whose address appears in Paragraph 12 of this Note and Mortgage, a true copy of each notice, petition, summons or papers howsoever designated, served in such action or proceeding or in any such action of proceeding.

5. The Recapture Obligation secured by this Note and Mortgage will become immediately due and payable if any one or more of the following occurs:

- i) if the Obligor fails to make any payment on the Lender loan within 60 days of the date that any payment on such loan was due;
- ii) if the Obligor sells, rents (except with regard to the rental of any accessory apartment on the Property, to the extent that such accessory apartment rental usage is permitted under the Grant Agreement), conveys any interest in or otherwise fails to occupy the Property as his/her principal place of residence;
- iii) if any other default exists under this Note and Mortgage or the Lender loan; and
- iv) as applicable for the program, if the obligor fails to dismantle and remove the existing mobile home from the premises within 30 days of the date of the certificate of occupancy.

6. Obligor will keep the improvements on the Property insured against loss by fire and other risks as required by the Lender or as required by the Mortgagee, as well as naming Mortgagee as Mortgagee and Additional Insured on said policy.

7. Obligor will keep the Property in reasonably good repair.

8. The Recapture Obligation secured hereby will not require the payment of installments and will be a standing obligation which will be without interest.

9. Obligor represents and warrants that Obligor lawfully owns the Property and that the Obligor has the right to mortgage the Property to the Mortgagee. In addition, the Obligor gives Mortgagee a general warranty of title. Obligor further represents and warrants that the Property will be the Obligor's principal place of residence.

10. If the Mortgagee incurs any costs in collecting the Recapture Obligation secured by this Note and Mortgage, including but not limited to reasonable attorney's fees, such costs will be added to the Recapture Obligation and will also be secured by this Note and Mortgage.

11. The Obligor will, within ten (10) days after request by the Mortgagee and at the Obligor's expense, furnish the Mortgagee with a statement, duly acknowledged and certified, setting forth the amount of the Recapture Obligation and whether any offsets or defenses exist against the Recapture Obligation.

12. Any notices, demands, certifications, requests, communications or the like ("Notices") required or permitted to be given under this Note and Mortgage, unless otherwise specifically provided in this Note and Mortgage, will be in writing and will be delivered personally or given by regular, certified, or registered mail, correct postage prepaid, to the address first set forth above and to ("Mortgagee") whose address is , or such other addresses as the parties may for themselves designate in writing for the purpose of receiving Notices hereunder. Notices will be deemed given when actually, personally delivered and receipted or when deposited with the post office registry clerk or an official United States post box.

13. The terms, covenants and conditions of this Note and Mortgage will be in all respects be

governed, construed, applied and enforced in accordance with the laws of the State of New York.

14. This Note and Mortgage may not be modified, amended, changed, discharged or terminated orally, but only by an agreement in writing, in a form suitable for recording, signed by the party against whom the enforcement of the modification, amendment, change, discharge or termination is sought.

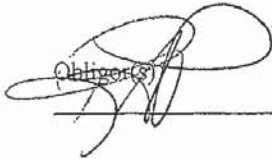
15. The Obligor warrants and represents that the Obligor (and the undersigned representatives of the Obligor, if any) has full power, authority and legal right to execute and deliver this Note and Mortgage and to mortgage all right, title and interest of the Obligor in and to the Property pursuant to the terms hereof and to keep and observe all of the terms, covenants and conditions of this Note and Mortgage on the Obligor's part to be performed. Obligor further represents and warrants that he/she is eligible to participate in the Program as a Home Buyer or Home Owner pursuant to the terms of the Grant Agreement.

16. If there is more than one Obligor, each will be separately liable. The words "Obligor" and "Mortgagee" will include their heirs, executors, administrators, successors and permitted assigns. If there are more than one Obligor or Mortgagee, the words "Obligor" and "Mortgagee" used in this Note and Mortgage will be read as if written in the plural. Words in the masculine or feminine gender appearing herein will be deemed to refer to either or both male or female persons, as the sense of the sentence requires.

17. This Note and Mortgage may be executed in one or more duplicate originals bearing the same date.

18. This Note and Mortgage may be assigned to Jefferson County, New York ("Ultimate Recipient") as required by the federal regulations governing the Grant Funds found at 24 CFR Part 92.254.

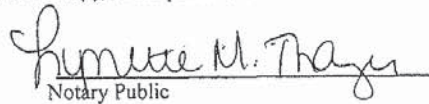
The Obligor states that the Obligor(s) has read this Note and Mortgage, received a completely filled in copy of it and has duly signed this Note and Mortgage as of the date at the top of the first page.


Obligor(s)

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF Jefferson)

On the 22 day of Sept, in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared, Robin Pickett, personally known to be or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.


Notary Public

LYNETTE M THAYER 4962515
NOTARY PUBLIC, STATE OF NY
QUALIFIED IN JEFFERSON COUNTY
COMMISSION EXPIRES 2/2018

EXHIBIT D



United States Department of Agriculture

Rural Development
Business Center

June 17, 2019

Chief Financial Officer

Robin Pickett
P.O. Box 67
Copenhagen, NY 13626

Office of the National
Financial and
Accounting
Operations Center

4300 Goodfellow
Boulevard
St. Louis, MO 63120

Loan Number: [REDACTED]

Voice 314.457.4152
Fax 314.457.4292

Property Address: 205 Franklin Street, Brownville, NY 13615

Dear Robin Pickett,

**“YOU MAY BE AT RISK OF FORECLOSURE. PLEASE
READ THE FOLLOWING NOTICE CAREFULLY”**

As of June 13, 2019, your home loan is 848 days and \$122,513.84 dollars in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm. Qualified free help is available; watch out for companies or people who charge a fee for these services.

Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 315-477-6416 and ask to discuss possible options.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

This should be the subject as is
Appears on the first page.

2

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at (show number) or visit the Department's website at (show web address).

IMPORTANT: You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

HUD-Approved housing counseling agencies located in New York

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
Albany	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP. Also serves surrounding areas.
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP. Also serves surrounding areas.
	United Tenants of Albany	33 Clinton Ave. Albany, NY 12207	518-436-8997	HOPP For tenants whose buildings are in the process of foreclosure or have been foreclosed on.
	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP.
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service.
	NYS Office For People With Developmental Disabilities (OPWDD)	44 Holland Ave. Albany, NY 12229	518-473-1973	Serving all NYS residents with developmental disabilities and their families
Allegany	ACCORD	84 Schuyler St. Belmont, NY 14813	585-268-7605	HOPP
	Belmont Housing Resources	1195 Main Street Buffalo, NY 14209	716-884-7791	HOPP.
	Neighborhood Housing	937 South Park Ave.	716-823-3630	Also serving



	Neighborhood Housing Services of South Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	
Cayuga	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Financial Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-877-412-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445	Online service available only to members of AFCU
Chautauqua	Belmont Housing Resources for Western NY	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	Chautauqua Home Rehabilitation and Improvement Corp. (CHRIC)	2 Academy St. Mayville, NY 14757	716-753-4650	Spanish speaking staff available
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	
Chemung	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101 Elmira, NY 14901	607-734-9784	HOPP
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445	Online service available only to members of AFCU
Chenango	Metro Interfaith Housing Council	21 New St., Binghamton, NY 13903	607-772-2766	HOPP
	Clearpoint Credit	The Metro Center, 49	1-800-750-	



		Poughkeepsie, NY. 12601		
Erie	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP.
	West Side & Black Rock Riverside NHS, Inc.	359 Connecticut St., Buffalo, NY 14213.	Tuesdays and Wednesdays at (716) 883-2344 Thursdays and Fridays at (716) 877-3910	HOPP
	Buffalo Urban League	15 Genesee Street Buffalo, NY 14203	(716) 250-2400	HOPP.
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	
	Neighborhood Assistance Corp. of America	1094 Hertel Avenue Buffalo, NY 14216	716-834-6222	
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
Essex	Friends of the North Country	1 Mill St. Keeseville, NY 12944	518-834-9606	HOPP.
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP.
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Franklin	Friends of the North Country	1 Mill St. Keeseville, NY 12944	518-834-9606	HOPP.
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP.
	Clearpoint Credit	215 Washington St.	1-800-750-	



	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Herkimer	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	HOPP
	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
Jefferson	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005 Watertown, NY 13601	1-800-750-2227	
Kings	Cypress Hills Local Dev. Corp.	3214 Fulton St. Brooklyn, NY 11208	718-647-8100	HOPP Spanish speaking staff available
	Prairie Area Community Council	1224 Bedford Ave. Brooklyn, NY 11216	718-783-3549 ext.315	HOPP
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Bridge Street Dev. Corp.	460 Nostrand Ave. Brooklyn, NY 11216	718-636-7596 ext. 11	HOPP Spanish Speaking staff available
	MHANY Management, Inc.	2-4 Nevins St. Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Neighbors Helping Neighbors (NHN)	621 Degraw St., Brooklyn, NY 11217	718-237-2017 ext.159	HOPP Spanish speaking staff available
	Brooklyn Housing and	415 Albemarle Rd.	718-435-7585	HOPP



				available
	GreenPath Debt Solutions	175 Remsen St., Suite 1102 Brooklyn, NY 11201	866-285-4033	
	NY Commission of Human Rights-Brooklyn	275 Livingston St. Brooklyn, NY 11217	718-722-3130	Spanish speaking staff available
Lewis	Home Headquarters, Inc.	990 James St., Suite 1, Syracuse NY 13203	315-474-1939	HOPP.
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005 Watertown, NY 13601	1-800-750-2227	
Livingston	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700	HOPP.
Madison	Home Headquarters, Inc.	990 James St., Suite 1, Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	HOPP
	Community Action Program for Madison County	3 East Main St. Morrisville, NY 13408	315-684-3144	ASL trained staff available
	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
Monroe	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Marketview Heights Association	308 North Street Rochester, NY 14605	585-423-1540	HOPP.
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700	HOPP.



		Heights, NY 11372		in NYC Southeast Asian speaking Counselors on staff
	County of Nassau Economic Development, Office of Housing	40 Main St., Suite B, Hempstead, NY 11550	516-571-4663	Spanish speaking staff available
	GreenPath Debt Solutions	300 Garden City Plaza, Suite 220 Garden City, NY 11530	888-776-6738	
New York	MHANY Management, Inc.	2-4 Nevins St., Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Grow, Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Parodneck Foundation	121 6th Ave., Suite 501 New York, NY 10013	212-431-9700 ext 391	HOPP Spanish speaking staff available
	AAFE Community Development Fund, Inc.	111 Division St., New York, NY 10002	212-964-2288	Chinese and Korean speaking staff available
	Abyssinian Development Corp.	2283 7th Avenue New York, NY 10030	646-442-6545	
	Neighborhood Housing Services of NYC	307 West 36th St., 12th floor New York, NY 10018	212-519-2500	Spanish and Creole speaking staff available
	Harlem Congregations for Community Development	2854 Frederick Douglass Blvd., New York, NY 10039	212-281-4887 ext. 206 or 231	Spanish speaking staff available
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399	



		Rochester, NY 14607.		
	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607.	1-888-724-2227.	HOPP.
	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP Serving townships of Manchester and Phelps
	Keuka Housing Council	160 Main St. Penn Yan, NY 14527.	315-536-8707	Seen on case by case basis with focus on senior citizens.
Orange	Hudson River Housing	291 Mill St Poughkeepsie, NY 12601	845-454-9288	HOPP.
	Orange County Rural Development Advisory Corp.	59b Boniface Drive Pine Bush, NY 12566	845-713-4568	HOPP
Orleans	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP.
	The Housing Council	75 College Ave. 4th Floor Rochester, NY 14607	585-546-3700	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227.	HOPP.
Oswego	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Fulton Community Development Agency	125 West Broadway Fulton, NY 13069	315-593-7166	
	Oswego Housing Development Council, Inc.	2971 County Rte. 26 Parish, NY 13131	315-625-4520	
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway Syracuse, NY 13214.	1-800-750-2227.	



The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

	Brooklyn Housing and Family Services, Inc.	415 Albemarle Rd. Brooklyn, NY 11218	718-435-7585	HOPP. Spanish and French Creole speaking staff available.
	NY Commission of Human Rights- Queens	153-01 Jamaica Ave. Jamaica, NY 11432	718-657-2465	Spanish speaking staff available
	GreenPath Debt Solutions	80-02 Kew Gardens Road, Suite 710 Kew Gardens, NY 11415-3607	866-285-4036	
	Margert Community Corporation	325 Beach 37th Street Far Rockaway, NY 11691	718-471-3724	
	Queens Community House	108-25 62nd Drive Forest Hills, NY 11375	718-592-5757	
Rensselaer:	Troy Rehabilitation and Improvement Program (TRIP)	415 River St. Troy, NY 12180	518-690-0020	HOPP
	United Tenants of Albany	33 Clinton Ave. Albany, NY 12207	518-436-8997	HOPP. For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed.
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling



	(TRIP)			residents of Southern Saratoga County
	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	Serving residents of Northern Saratoga County
Schenectady	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Schenectady Community Action Program (SCAP)	913 Albany St. Schenectady, NY 12307	518-374-9181	For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service of Central NY



Resources, Inc.	East Northport, NY 11731	0766	Spanish speaking staff available
Community Development Corporation of Long Island	2100 Middle Country Rd., Suite 300 Centereach NY 11720	631-471-1215 ext. 158	HOPP Spanish speaking staff available
Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue Suite 7800 Central Islip NY 11722	631-647-3765 x 1204 or 1205	HOPP
La Fuerza Unida, Inc.	1 School St., Suite 302 Glen Cove, NY 11542	516-759-0788	HOPP Spanish speaking staff available
Long Island Housing Partnership, Inc.	180 Oser Ave. Hauppauge, NY 11788	631-435-4710	HOPP Spanish speaking staff available
Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8 Bohemia, NY 11716	631-567-5111 x383	HOPP Spanish speaking staff available
CHHAYA	37-43 77th St. Jackson Heights, NY 11372	718-478-3848	HOPP funded for NYC Southeast Asian speaking Counselors on staff
Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669	HOPP Spanish speaking staff available
Housing Help, Inc.	91-101 Broadway, Suite 6 Greenlawn NY 11740	631-754-0373	
North Fork Housing Alliance	110 South St. Greenport, NY 11944	631-477-1070	
Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway Bellport, NY 11713	631-286-9236	



	Program of Essex County (HAPEC)	Elizabethtown, NY 12932		
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Clearpoint Financial Solutions	2 Computer Drive West Albany, NY 12205	1-877-412-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Washington	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Wayne	Community Action in Self Help	48 Water St. Lyons, NY 14489	315-946-6992	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	50 Chestnut Plaza Rochester, NY 14604	1-888-724-2227	HOPP
Westchester	Community Housing Innovations, Inc.	75 South Broadway, Ste 340 White Plains, NY 10601	914-683-1010	HOPP
	Housing Action Council	55 South Broadway Tarrytown, NY 10591	914-332-4144	HOPP
	Human Development Services of Westchester, Inc.	28 Adce St. Port Chester, NY 10573	914-939-2005	HOPP Spanish speaking counselors available
	Westchester Residential Opportunities	470 Mamaroneck Ave., Suite 410	914-428-4507 OR 877-	HOPP Spanish and



FAIR DEBT COLLECTION PRACTICES ACT NOTIFICATION

This Notice is required by the Fair Debt Collection Practices Act (the "Act"), 15 U.S.C. §1692 et seq., as amended.

Unless the consumer, within thirty days after receipt of this notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid.

If the debtor notifies the debt collector within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, the debt collector will obtain a verification of the debt and a copy of the verification will be mailed to the debtor.

If you have received a discharge from the United States Bankruptcy Court, and you have not reaffirmed your liability for this debt, you are not personally liable for the underlying indebtedness owed and this notice/disclosure is for compliance and informational purposes only.

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to (i) the use or threat of violence; (ii) the use of obscene or profane language; and (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

- a) Supplemental security income, (SSI)
- b) Social Security;
- c) Public Assistance (welfare);
- d) Spousal support, maintenance (alimony) or child support;
- e) Unemployment benefits;
- f) Disability benefits;
- g) Workers' compensation benefits;
- h) Public or private pensions;
- i) Veterans' benefits;
- j) Federal student loans, federal student grants, and federal work study funds; and
- k) Ninety percent of your wages or salary earned in the last sixty days

Written request by this Act should be addressed to:

Unites States Department of Agriculture
Rural Development Business Center
4300 Goodfellow Blvd., St. Louis, MO 63120
Telephone 314-457-4152; Fax 314-457-4292.

EXHIBIT E



New York State Department of Financial Services
One State Street Plaza, New York, NY 10004

Proof of Filing Statement

To Whom It May Concern:

Section 1306 of the Real Property Actions and Proceedings Law (RPAPL) requires lenders, assignees or mortgage loan servicers servicing loans on 1-to-4 family residential properties in New York State to file certain information with the Superintendent of the Department Financial Services within three days after the mailing of a 90-Day Pre-Foreclosure Notice.

The information below pertains to a filing submitted to the Department of Financial Services as required in Section 1306 of RPAPL. The information is presented as filed by the lender, assignee or mortgage loan servicer.

Filer Information:

Name : USDA Rural Development
Address : 441 South Salina St., Suite 357
Syracuse NY 13202

Filing Information:

Tracking Number : NYS5001228
Mailing Date Step 1 : 20-JUN-19 12.00.00.000 AM
Mailing Date Step 2 :
Judgment Date Step 3 :
Filing Date Step 1 : 25-JUN-19 10.51.41.000 AM
Filing Date Step 1 Orig : 25-JUN-19 10.51.30.000 AM
Filing Date Step 2 :
Filing Date Step 3 :
Owner Occupd at Jdgmnt :
Property Type : 1 to 4 Family Home
Property Address : 205 Franklin Street Brownville
NY 13615
County : Jefferson
Date of Original Loan : 15-FEB-00 12.00.00.000 AM
Amt of Original Loan : 66650
Loan Number Step 1 : XXXXXXXXXX
Loan Number Step 2 :
Loan Reset Frequency :
Loan Type : 1st Lien
Loan Details : Fixed Rate
Loan Term : 30 Year
Loan Modification : No Modification
Days Delinquent : Other
Borrower's Name : Robin Pickett
Address : 205 Franklin Street
Brownville 13615
Borrower's Phone No : XXXXXXXXXX
Filing Status : Step 1 Completed

Sincerely,

New York State Department of Financial Services

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
 United States of America

(b) County of Residence of First Listed Plaintiff _____
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Nicole B. LaBletta
 Pincus Law Group, PLLC
 425 RXR Plaza Uniondale, NY 11556 516-669-8902

DEFENDANTS
 Robin Aleata Pickett et al

County of Residence of First Listed Defendant Jefferson
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSD Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer w/Disabilities - Employment <input type="checkbox"/> 446 Amer w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Title 28 U.S.C., Section 1345

Brief description of cause:

Action to foreclose a mortgage

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
123,979.02

CHECK YES only if demanded in complaint:
 JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

08/09/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/Nicole B. LaBletta

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

Waived

APPLYING IFP

JUDGE

GLS

MAG JUDGE

ATB

Print

Save As...

Case No.: 5:19-CV-0978

Reset

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.